

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

**AVAN HOWARD,
7462 Race Road
Hanover, Maryland 21076**

Plaintiff

v.

Case No.:

**LANDSCAPES UNLIMITED, LLC
d/b/a Landscapes Golf Management,
LU Golf Management,
Landscapes Golf Group, LLC, and
Renditions Golf Course
1201 Aries Dr.
Lincoln, NE 68512**

AND

**LANDSCAPES GOLF GROUP, LLC
1201 Aries Dr.
Lincoln, NE 68512**

Defendants

COMPLAINT

COMES NOW Plaintiff Avan Howard, by counsel, Timothy E. Howie, Esq. and the law firm of HARTEL, DeSANTIS & HOWIE, LLP, and sues Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC for compensatory damages, and in support thereof states as follows:

1. Plaintiff Avan Howard is an adult individual and citizen of the State of Maryland.
2. Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC are corporations or other business entities in good standing in the State of Maryland.
3. On all of August 27, 2018, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC transacted business in the State of Maryland, and were doing

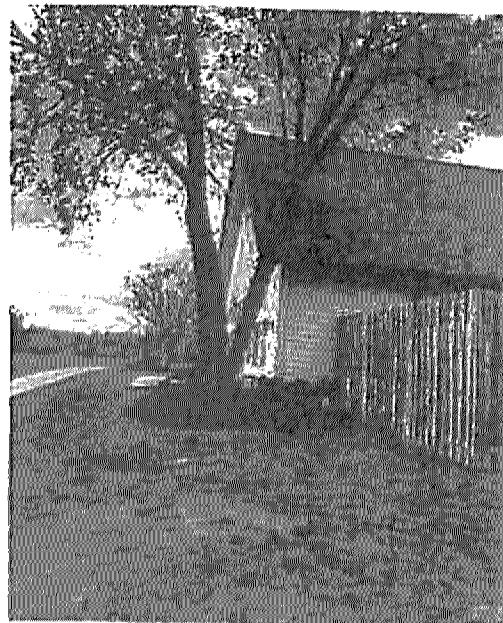
business as Landscapes Unlimited, LLC, Landscapes Golf Course Management, LU Golf Management, Landscapes Golf Group, LLC, and Renditions Golf Course.

4. At the time of the filing of this lawsuit, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC transacted business in the State of Maryland, and were doing business as Landscapes Unlimited, LLC, Landscapes Golf Course Management, LU Golf Management, Landscapes Golf Group, LLC, and Renditions Golf Course.

5. On all of August 27, 2018, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC owned and operated a golf course known as Renditions Golf Course, located at 1380 West Central Avenue (Hwy 214) Davidsonville, MD 21035.

6. On all of August 27, 2018, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC owned, maintained, possessed, operated, and controlled the area of land near the putting range of Renditions Golf Course, located at 1380 West Central Avenue (Hwy 214) Davidsonville, MD 21035, and a gas tank in that area of the golf course, which tank was approximately flush with the ground, and the area of grass and ground immediately surrounding that gas tank.

7. The following two photographs, both taken in April of 2021, show the area of land near the putting range of Renditions Golf Course, located at 1380 West Central Avenue (Hwy 214) Davidsonville, MD 21035, and the gas tank in that area of the golf course:



These photographs show the area in which Plaintiff's incident and injury occurred, and show the tank it its location in April of 2021. These photographs are included in this Complaint to put the Defendants on very clear notice of what area of land, and what tank, are the subject of this lawsuit.

8. On all of August 27, 2018, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC owned, maintained, possessed, operated, and controlled the land and objects involved in the incident which is the subject of this case, namely the gas tank which was approximately flush with the ground, the lid, and the area of grass and ground immediately surrounding that gas tank.

9. On August 27, 2018, at the time of the incident which is the subject of this case, Plaintiff Avan Howard (hereinafter "Plaintiff") was a business invitee of Defendant Landscapes

Unlimited, LLC and Defendant Landscapes Golf Group, LLC, and Plaintiff was at and on the Renditions Golf Course located at 1380 West Central Avenue, Davidsonville, Maryland 21035.

10. In the alternative to the immediately preceding paragraph: On August 27, 2018, at the time of the incident which is the subject of this case, Plaintiff Avan Howard (hereinafter "Plaintiff") was a licensee of Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC, and Plaintiff was at and on the Renditions Golf Course located at 1380 West Central Avenue, Davidsonville, Maryland 21035.

11. In the alternative to the two immediately preceding paragraphs: On August 27, 2018, at the time of the incident which is the subject of this case, Plaintiff Avan Howard (hereinafter "Plaintiff") was a bare licensee of Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC, and Plaintiff was at and on the Renditions Golf Course located at 1380 West Central Avenue, Davidsonville, Maryland 21035.

12. On all of August 27, 2018, the land and objects involved in the incident which is the subject of this case, namely the gas tank which was approximately flush with the ground, and the unattached and unsecured lid, and the area of grass and ground immediately surrounding that gas tank, was an unreasonably dangerous condition.

13. The tank and the lid, in the position and condition each was in at the time of the incident which is the subject of this case, were improperly installed, and were improperly positioned relative to the grade of the surrounding ground.

14. The tank, and the lid, in the position and condition each was in at the time of the incident which is the subject of this case, were in violation of applicable legal standards and codes and regulations, and were in violation of applicable industry standards and codes and regulation, and were in violation of O.S.H.A., and was in violation of M.O.S.H.A.

15. The tank, which was approximately flush with the ground, and the unattached and unsecured lid, and the area of grass and ground immediately surrounding that gas tank, were unreasonably dangerous conditions.

16. On all of August 27, 2018, prior to and at the time of the incident which is the subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC were on actual notice of an unmarked gas tank, and that the lid was detached and not closed, and that the top of the tank was approximately flush with the ground and was surrounded by and obscured by grass.

17. On all of August 27, 2018, prior to and at the time of the incident which is the subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC were on constructive notice of an unmarked gas tank, and that the lid was detached and not closed, and that the top of the tank was approximately flush with the ground and was surrounded by and obscured by grass.

18. On August 27, 2018, Plaintiff was walking near and towards the putting range of Renditions Golf Course, located at 1380 West Central Avenue (Hwy 214) Davidsonville, MD 21035, and Plaintiff unknowingly encountered the gas tank, which tank was approximately flush with the ground, and which tank was surrounded by and obscured by grass, and the lid of which tank was not properly attached and secured. Plaintiff's foot went inside the open, unmarked gas tank, and Plaintiff fell and was injured. These events were the actual and proximate cause of Plaintiff suffering serious injury to his left leg and body, including but not limited to injury to his knee and ankle. These events were the actual proximate cause of the injuries and damages claimed in this case.

19. On all of August 27, 2018, prior to and at the time of the incident which is the

subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC were under a legal duties to Plaintiff to maintain, and make safe or give a proper warning of, any unreasonably dangerous condition.

20. On all of August 27, 2018, prior to and at the incident which is the subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC were under a legal duties to Plaintiff to maintain, and make safe or give a proper warning of, the gas tank which was approximately flush with the ground, and the unattached and unsecured lid, and the area of grass and ground immediately surrounding that gas tank.

21. On all of August 27, 2018, prior to and at the time of the incident which is the subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC did not make safe the gas tank which was approximately flush with the ground, and the unattached and unsecured lid, and the area of grass and ground immediately surrounding that gas tank. Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC thereby breached the aforementioned legal duties.

22. On all of August 27, 2018, prior to and at the time of the incident which is the subject of this case, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC did not give a proper warning of the gas tank which was approximately flush with the ground, or the area of grass and ground immediately surrounding that gas tank. Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC thereby breached the aforementioned legal duties.

23. At all times material hereto, Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC negligently and grossly negligently and recklessly acted, and/or negligently and grossly negligently and recklessly failed to act, as an entity, and by

and through their agents (ostensible, apparent, or actual), servants, workmen, and/or employees, who were acting within the course and scope of their agency, servitude, and/or authority with Defendant Landscapes Unlimited, LLC and Defendant Landscapes Golf Group, LLC

24. Defendant Landscapes Unlimited, LLC's and Defendant Landscapes Golf Group, LLC's breaches of duties constitute negligence, gross negligence, and recklessness.

25. Defendant Landscapes Unlimited, LLC's and Defendant Landscapes Golf Group, LLC's breaches of duty, negligence, gross negligence, and recklessness were the actual and a proximate causes of injuries and damages sustained and suffered by Plaintiff, in the past, in the present, and which may be suffered in the future, including but not necessarily limited to: serious and permanent physical and mental and emotional injuries; great pain and suffering of body and mind; permanent disability and impairment; loss of earnings and income-earning capacity; hospital bills and expenses, doctor bills and expenses, and other related bills and expenses; restriction and limitation of the conduct of his personal and professional activities; disfigurement; and, other injuries and damages to be proven at trial.

26. Plaintiff was not contributorily negligent.

27. Plaintiff did not assume the risk of injury or damage.

COUNT 1

Negligence - Gross Negligence - Recklessness - Defendant Landscapes Unlimited, LLC

28. Plaintiff hereby incorporates and /adopts into this Count, by this reference, all of the paragraphs above, as if fully set forth in this Count.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Landscapes Unlimited, LLC, in an amount in excess of seventy-five thousand dollars (\$75,000), together with interests and costs, and any and all other relief which Plaintiff Avan Howard may

request.

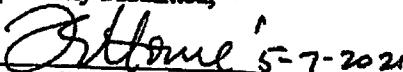
COUNT 2

Negligence - Gross Negligence - Recklessness - Defendant Landscapes Golf Group, LLC

29. Plaintiff hereby incorporates and /adopts into this Count, by this reference, all of the paragraphs above, as if fully set forth in this Count.

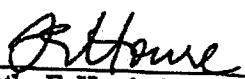
WHEREFORE, Plaintiff demands judgment in his favor and against Defendant Landscapes Golf Group, LLC, in an amount in excess of seventy-five thousand dollars (\$75,000), together with interests and costs, and any and all other relief which Plaintiff Avan Howard may request.

Respectfully Submitted,


5-7-2021
Timothy E. Howie, Esquire
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Hanover, Maryland 21076
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Client Protection Fund No.: 8912180275
Attorney for Plaintiff

JURY DEMAND

Plaintiff request and demands trial by jury.



Timothy E. Howie, Esquire

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